

Resolution re Preliminary Loan Notes, Req. No. 3,
Loan No. 4, West End

Adopted at Meeting of 1/4/61

H-3080a
(1-51)

RESOLUTION AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF PRELIMINARY LOAN NOTES IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ 6,270,000, THE EXECUTION OF REQUISITION AGREEMENT NO. 3, AND THE EXECUTION AND DELIVERY OF PROJECT TEMPORARY LOAN NOTE NO. 4, IN CONNECTION WITH PROJECT NO. UR Mass. 2-3.

WHEREAS, Boston Redevelopment Authority (herein called the "Local Public Agency") has entered into a contract dated as of the 29th day of January, 1958, numbered Contract No. UR Mass. 2-3(10), (which, together with any supplements thereto or amendments, modifications or waivers of any provisions thereof, is herein called the "Loan and Grant Contract"), with the United States of America (herein called the "Government") acting by and through the Housing and Home Finance Administrator, providing, in part, for a Project Temporary Loan by the Government to the Local Public Agency under Title I of the Housing Act of 1949 (Public Law 171 - 81st Congress, approved July 15, 1949) in an amount outstanding at any one time not to exceed \$ 11,573,316 to aid the Local Public Agency in its undertaking and carrying out of a certain slum clearance and urban redevelopment project (herein called the "Project") designated Project No. UR Mass. 2-3 and which is more fully identified in the Loan and Grant Contract; and

WHEREAS, the Government has agreed, pursuant to Requisition Agreement No. 2 with the Local Public Agency dated as of the 25th day of January, 1960 (herein called the "Outstanding Requisition Agreement"), to make a payment on account of said Project Temporary Loan on the 27th day of January, 1961, which Project Temporary Loan payment has been pledged for the payment of the principal of and interest upon the Preliminary Loan Notes (2nd Series) of the Local Public Agency which mature on the 27th day of January, 1961, and are herein called the "Outstanding Preliminary Loan Notes"; and

WHEREAS, pursuant to advertisement for the receipt of proposals for the purchase of the 3rd Series of Preliminary Loan Notes (herein sometimes called "New Preliminary Loan Notes") of the Local Public Agency aggregating \$ 6,270,000, which appeared in a Notice of Sale published in the ~~1960~~ issues of the ~~in the City of~~ and in the December 13, 1960 issue of the Daily Bond Buyer in the City of New York, proposals for the purchase of said New Preliminary Loan Notes in the form approved by the Local Public Agency were received, opened, and canvassed at the time and place mentioned in

said advertisement, to wit: At 73 Tremont St.
in the City of Boston, Mass., at
one o'clock, P..M., E.S..T., December 28, 19 60,
which proposals are as follows:

Name of Bidder	Interest Rate	Principal Amount	Premium
Salomon Bros. & Hutzler	1.67%	\$6,270,000	\$ 130
Chemical Bank N.Y. Trust Co.	1.71	3,000,000	27
"	1.73	3,270,000	49
Bankers Trust Co.	1.73	1,000,000	21
Morgan Guaranty Trust Co.	1.73	2,000,000	50
"	1.74	1,000,000	25
"	1.75	1,000,000	25
"	1.76	1,000,000	25
"	1.77	1,270,000	40
National Shawmut Bank of Boston	1.77	1,000,000	17
Rockland-Atlas National Bank of Boston	1.83	200,000	0
"	1.88	200,000	0
"	1.93	200,000	0
"	1.98	200,000	0
"	2.05	200,000	0
First National City Bank	1.77	2,000,000	74
"	1.78	2,000,000	74
"	1.79	2,270,000	74

and

WHEREAS, the interest cost at which the Local Public Agency can sell the New Preliminary Loan Notes is substantially lower than the interest rate which the Government is required to charge the Local Public Agency under the terms of the Loan and Grant Contract, and the Government is desirous of cooperating with the Local Public Agency in its endeavor to sell said New Preliminary Loan Notes in order to reduce carrying charges and other costs of the Project.

BE IT RESOLVED BY Boston Redevelopment Authority
AS FOLLOWS:

Section 1. The aforesaid publication of the Notice of Sale and the form and contents thereof as so published, are hereby, in all respects, approved, ratified and confirmed.

Section 2. In order to provide funds to defray expenses incurred or to be incurred in the Local Public Agency's undertaking and carrying out of the Project, or to retire, refund, renew or extend its outstanding notes issued in connection therewith, the Local Public Agency hereby determines to borrow the sum of Six Million Two Hundred Seventy Thousand
Dollars (\$ 6,270,000) and issue its negotiable New Preliminary Loan Notes therefor in aggregate principal amount equal to said sum.

Section 3. The Local Public Agency hereby ratifies and approves the form of the proposal hereinafter in this Section 3 enumerated, for the purchase of the designated principal amount of the New Preliminary Loan Notes, which proposal the Local Public Agency hereby determines will provide the lowest interest cost and is therefore hereby accepted, and said New Preliminary Loan Notes are hereby awarded to said purchaser, as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Purchaser</u>
\$6,270,000	1.67%	Salomon Bros. & Hutzler

Section 4. Each such note shall be dated the 24th day of January, 1951; shall be designated "Preliminary Loan Note"; shall be payable, as to both principal and interest, to bearer, on the 26th day of January, 1952; and, pursuant to the proposal for the purchase of said notes, hereinabove accepted, shall bear the rate of interest per annum, payable at maturity, shall bear the numbers, be in the denominations, and be payable as to both principal and interest at the bank or trust company as follows:

<u>Purchaser</u>	<u>Number</u>	<u>Denominations</u>	<u>Interest Rate</u>	<u>Payable At</u>
Salomon Bros. & Hutzler	368 - 397	\$100,000	1.67%	Hanover Bank
	398 - 433	50,000		70 Broadway
	434 - 471	25,000		N.Y.C.
	472 - 503	10,000		
	504 - 543	5,000		
	inclusive			

None of the New Preliminary Loan Notes shall be valid until after the bank or trust company at which it is payable shall have signed the agreement, appearing on each such note, to act as paying agent thereof. Each of the New Preliminary Loan Notes shall be signed in the name of the Local Public Agency by the Chairman of the Local Public Agency and shall have the corporate seal of the Local Public Agency impressed thereon and attested by the Secretary thereof, and said officers are hereby authorized and directed to cause said notes to be properly executed.

Section 5. Each of the New Preliminary Loan Notes shall be issued in substantially the form of the note hereto attached and marked Exhibit "A".

Section 6. The Agreement entitled "Requisition Agreement No. 3" (herein sometimes called the "New Requisition Agreement"), which has been executed by the officers of the Local Public Agency, and has been presented to and read before the meeting, and the execution thereof, are hereby fully ratified, confirmed, and approved. Said New Requisition Agreement, when executed by the Government, is hereby declared to be and is hereby assigned by the Local Public Agency for the benefit of the holder or holders from time to time of the New Preliminary Loan Notes, and the proceeds of the Project Temporary Loan Note executed pursuant to Section 7 hereof are hereby irrevocably pledged first, to the payment, at maturity, of the principal of and interest on the New Preliminary Loan Notes issued pursuant to this Resolution.

Section 7. The Chairman and Secretary of the Local Public Agency are hereby authorized and directed to prepare and execute the Project Temporary Loan Note described in the New Requisition Agreement (the issuance of which has heretofore been authorized by a Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF CERTAIN PROJECT TEMPORARY LOAN NOTES IN CONNECTION WITH PROJECT NO. UR Mass. 2-3 AND PROVIDING FOR THE SECURITY FOR THE PAYMENT THEREOF, AND FOR OTHER PURPOSES", duly adopted by the Local Public Agency on the 24th day of January, 1958), in the principal amount of Six Million Five Hundred Twelve Thousand Nine Hundred Dollars (\$6,512,900). Said note shall be designated "Project Temporary Loan Note"; shall be numbered Number 4; shall be dated the 24th day of January, 1961; shall bear interest from the date of the acceptance of the Local Public Agency's delivery thereof and the payment therefor by the Government; shall bear a statement at the foot thereof in substantially the following form;

"Delivery of this note was accepted and payment therefor made on the _____ day of _____, 19____, in accordance with Paragraph 2 of Requisition Agreement No. _____.

UNITED STATES OF AMERICA
Housing and Home Finance Administrator

By _____

(Title)

and shall not be valid until said statement is duly executed on behalf of the Government. Said Project Temporary Loan Note shall be delivered by the Chairman of the Local Public Agency to the Government to be held and paid for by the Government in accordance with the terms and conditions contained in said New Requisition Agreement.

Section 8. The proceeds derived from the sale of the New Preliminary Loan Notes, together with such amount of other appropriate funds of the Local Public Agency as may be necessary, shall be applied, simultaneously with the receipt of said proceeds, as follows:

First: To the payment and discharge of the principal of and interest on the following Project Temporary Loan Notes of the Local Public Agency issued pursuant to the Loan and Grant Contract and held or to be held by the Government for its own use and benefit on the date of the New Preliminary Loan Notes herein authorized:

<u>No.</u>	<u>Date</u>	<u>Principal Amount</u>
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None

Second: Pursuant to the provisions of the Outstanding Requisition Agreement, the following amount shall be paid to the paying agent named below, for the sole and only purpose of paying the principal of and interest to maturity upon the designated Series of Outstanding Preliminary Loan Notes of the Local Public Agency:

<u>Amount</u>	<u>Paying Agent</u>	<u>Series</u>
\$6,460,481.65	Chemical Bank N.Y. Trust Co.	2nd Series A

Any balance of such proceeds shall be deposited in the appropriate account or fund established pursuant to the Loan and Grant Contract and shall be used only in accordance with the provisions of the Loan and Grant Contract.

Section 9. The Chairman is hereby authorized and directed to send immediately a letter to each paying agent for the New Preliminary Loan Notes in substantially the form of the letter hereto attached and marked Exhibit "B" and to transmit: (1) the New Preliminary Loan Notes to said paying agent for delivery and payment in accordance with the terms of said letter; (2) \$ 0 of funds of the Local Public Agency to the Administrator, Housing and Home Finance Agency, Washington, D. C., to be applied against the payment of the principal of and interest to the date of payment on the Project Temporary Loan Notes described in Section 8 hereof; and (3) funds of the Local Public Agency to the paying agent of the designated Series of Outstanding Preliminary Loan Notes, to be applied against the payment of the principal of and interest to maturity on such Series of Outstanding Preliminary Loan Notes, as follows:

<u>Amount</u>	<u>Paying Agent</u>	<u>Series</u>
\$190,351.65	Chemical Bank N.Y. Trust Co.	2nd A

Section 10. This Resolution shall take effect immediately.

Exhibit B

H-3084
(12-57)

LETTER OF INSTRUCTIONS

(Urban Renewal Program)

JANUARY 6 1961

_____, 19____

Hanover Bank
70 Broadway
New York, New York

Gentlemen:

1. The Boston Redevelopment Authority
(herein called the "Local Public Agency") has sold an aggregate principal amount
of \$ 6,270,000, of its Preliminary Loan Notes, 3rd Series
A, Nos. 368 to 543,
inclusive (herein called the "New Notes"), in connection with its urban renewal
project designated Project No. UR Mass. 23 (being all of
its said Series, aggregating \$ 6,270,000), dated January 24,
19 61, maturing January 26, 19 62, to the purchaser and for the
price, including premium, plus accrued interest from the date thereof to the
date of delivery and payment at the rate per day, as follows:

<u>Purchaser</u>	<u>Note Numbers (Inclusive)</u>	<u>Price Including Premium</u>	<u>Interest Per Day</u>
Salomon Bros. & Hutzler	368 - 543	\$ 6,270,130	\$ 290.85832

2. You are named as Paying Agent for the New Notes listed above and each
purchaser has agreed to bear all costs, if any, in connection with your func-
tions as such Paying Agent.

3. The New Notes, together with an executed counterpart of a "Signature Certificate and Receipt" marked Exhibit "A", for each purchaser, are transmitted herewith. The New Notes shall be held by you in trust for the sole use and benefit of the Local Public Agency until such time as said New Notes shall have been paid for and thereupon you are to disburse the proceeds of said New Notes by paying the following amount to each payee named below, for the sole and only purpose of paying the principal of and interest on the following designated Project Temporary Loan Notes of the Local Public Agency and the principal of and interest to maturity on the following designated Series of Preliminary Loan Notes of the Local Public Agency:

<u>Payee</u>	<u>Amount</u>	<u>Designation of Outstanding Notes</u>
(a) Housing and Home Finance Agency—OA. (see Paragraph 6)	\$ 0	Project Temporary Loan Note(s) No(s). _____
(b) Chemical Bank N.Y. Trust Co.	\$6,270,130.00	Preliminary Loan Notes _____2nd_____ Series <u>A</u>

4. The difference, if any, between the purchase price of said New Notes and the amount so disbursed by you in payment of such outstanding Project Temporary Loan Notes and such Series of outstanding Preliminary Loan Notes, designated above, shall be paid to the Local Public Agency.

5. When payment for the New Notes has been made and the proceeds disbursed by you in the above manner, you are authorized and directed to: (1) complete Paragraph 5 of said Exhibit "A" by inserting the amounts of "Accrued Interest" and "Total Purchase Price" of said New Notes; (2) sign said Exhibit "A", in the space provided, to evidence delivery and payment of the New Notes; (3) date said Exhibit "A", in the witnessing clause below Paragraph 6 thereof, as of the date of such delivery and payment; (4) upon instructions from the purchaser thereof, sign the agreement to act as Paying Agent appearing upon each of the New Notes; and (5) deliver the New Notes to the purchaser thereof together with one fully executed counterpart of said Exhibit "A". The New Notes shall thereupon be and become the property of said purchaser.

6. For the purpose of delivery of the New Notes to the purchaser thereof, prior confirmation of the receipt of the respective amounts to be disbursed to the designated payees will not be required, provided that, where such payees are located in a city other than the city where you are located, such amounts are transmitted by you either by telegraph or by depositing a treasurer's, cashier's, or certified check for such funds in the United States mails. If, however, your principal place of business is located in the City of New York, N. Y., any such check covering a disbursement to the Housing and Home

Finance Agency—OA shall be delivered to an authorized representative of the Regional Administrator, Region I, Housing and Home Finance Agency. Otherwise, any such check covering a disbursement to the Housing and Home Finance Agency—OA shall be mailed to the Regional Administrator, Housing and Home Finance Agency, identified in Paragraph 8 below, at the address shown in said paragraph, unless he shall have elected to have it delivered to his authorized representative and you shall have received notice of such election prior to mailing such check. It is understood, however, that your obligations with respect to disbursement of such funds will not be satisfied until the respective payees have received such funds.

7. Not later than the stated date of maturity of the New Notes, funds will be made available to you as Paying Agent for the purpose of paying the principal of and interest upon said New Notes to their maturity. In the event that, as Paying Agent, you receive funds, prior to the stated maturity date of the New Notes, for the purpose of paying such principal and interest, you may, at any time after you receive such funds, use such funds, to the extent necessary, to pay the principal of and interest to maturity upon any of said New Notes thereafter presented for payment, and such payment may be made before maturity of said New Notes. Any funds received by you as Paying Agent and not needed for the payment of the principal of and interest to maturity on the New Notes shall be transmitted to the Local Public Agency.

8. Immediately upon receipt by you of funds for the payment of the New Notes, you will telegraph to the Regional Administrator, Region I, Housing and Home Finance Agency, 346 Broadway, New York 13, N.Y.

day letter, collect, as follows:

"We have received funds sufficient to pay the principal of
and interest to maturity on Preliminary Loan Notes
Nos. 368 to 543 inclusive

(3rd Series A), Project No. UR Mass. 2-3,
in the principal amount of \$ 6,270,000,
issued by Boston Redevelopment Authority.

Paying Agent"

9. The New Notes, when paid, shall be marked "Paid and Cancelled" and returned to the Local Public Agency. A copy of your letter of transmittal shall be promptly mailed to the Regional Administrator, Housing and Home Finance Agency, at the address shown in Paragraph 8 above.

10. Three signed copies of this letter are enclosed. If this letter sets forth your understanding of your functions and duties as Paying Agent, please indicate your acceptance on all three copies in the place provided therefor, retain one copy for your files, return one copy to the Local Public Agency, and mail or deliver the other copy to Messrs. Storey, Thorndike, Palmer & Dodge

Boston, Mass., Attorneys, 53 State Street, which attorneys have been retained by the Local Public Agency to render an approving opinion on the New Notes to the purchaser or purchasers thereof hereinbefore designated.

11. For your convenience in returning an accepted copy of this letter to the Local Public Agency, there is enclosed a stamped, addressed envelope. Your prompt attention to this matter is requested.

Boston Redevelopment Authority

By

Chairman

Address:

ACCEPTED

By

STATEMENT AND CERTIFICATE

It is estimated that the amount required to pay in full at maturity the interest on and principal of the Outstanding Preliminary Loan Notes (2nd Series, A), referred to in the foregoing Letter of Instructions, is \$ 6,460,481.65. It is HEREBY CERTIFIED that the

Boston Redevelopment Authority

has deposited with the Chemical Bank

N. Y. Trust Co.

, Paying Agent for said Outstanding Preliminary Loan Notes (2nd Series, A), the sum of \$ 190,351.65, which sum, together with the sum of \$ 6,270,130.00 authorized to be paid to said Paying Agent pursuant to the foregoing Letter of Instructions, is deemed sufficient to pay in full the interest on and principal of the said Outstanding Preliminary Loan Notes (2nd Series, A).

This 6th day of January, 1961.

Name of Authorized Officer

Chairman

Title

